



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## **STANDARD AGREEMENT**

This AGREEMENT, made as of the 10th DAY OF APRIL, 2014

by and between SIEMEN'S INDUSTRY, INC.

of 85 NORTHPOINTE PARKWAY, SUITE 8, AMHERST, NY 14228

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MARCH 27, 2014 at 11:00 AM

for: BUILDING MANAGEMENT SYSTEM SERVICE CONTRACT.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$81,810.00,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 214068-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

\_\_\_\_\_ XXX \_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

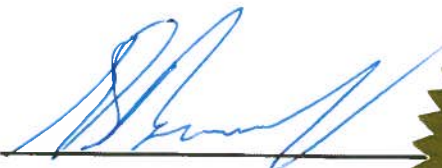
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: SIEMEN'S INDUSTRY, INC.

by \_\_\_\_\_  
Director of Purchase

by



Date \_\_\_\_\_

Title

Gerald Bensley  
Area Sales Manager

Date

4/16/14

APPROVED AS TO FORM

  
Corinne Rathbun  
Northeast Finance



\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_



**COUNTY OF ERIE**  
MARK POLONCARZ  
COUNTY EXECUTIVE  
DIVISION OF PURCHASE  
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
Division of Purchase  
Attention: James D. Kucewicz, BUYER (716) 858-6336  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 214068-002

OPENING DATE: MARCH 27, 2014 TIME: 11:00 AM

FOR: BUILDING MANAGEMENT SYSTEM SERVICE CONTRACT

Siemens Industry, Inc. - Building Technologies Division  
~~Siemen's Building Technologies, Inc.~~  
85 Northpointe Parkway, Suite 8  
Amherst, NY 14228

NAME OF BIDDER: \_\_\_\_\_

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X   EXHIBIT "A" - Assignment of Public Contracts
- X   EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A   EXHIBIT "E" - Bid Bond (Informal Bid)
- X   EXHIBIT "F" - Standard Agreement
- X   EXHIBIT "G" - Non-Collusive Bidding Certification
- X   EXHIBIT "H" - MBE/ WBE Commitment
- X   EXHIBIT "IC" - Insurance **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification

(Rev. 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**County of Erie**  
DIVISION OF PURCHASE  
**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 24th day of March, 20 14

TERMS NET 30 DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS 85 Northpointe Parkway, Suite 8

Amherst, NY

ZIP 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Deborah A. DeSantis

TITLE Area Finance Manager TELEPHONE NO. 800-578-1334

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. 214068-002

Ship to:  
 Attention:

Ship Via:  
 Date Required at Destination:

			CATALOG NO./DESCRIPTION		
			Vendor to provide maintenance for the Siemens Building Management		
			System at the Erie County Rath Building, 95 Franklin Street, Buffalo, NY		
			14202, per the accompanying specifications.		
			Contract period will be from April 1, 2014 through December 31, 2016.		
			<b>THERE WILL BE A PRE-BID WALK-THROUGH</b>		
			<b>ON WEDNESDAY, MARCH 12, 2014 AT 9:00AM</b>		
			Please submit bid pricing on "ARTICLE IV – PAYMENT" page.		

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: 716/858-6465

NAME OF BIDDER SIEMENS INDUSTRY, INC - BUILDING TECHNOLOGIES DIV.

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Siemens Building Management System (BMS) at the Erie County Rath Building. This will be a five-year agreement, renewable each year if desired by Erie County. The BMS encompasses the APOGEE Building Automation System (BAS) and the Siemens ALS3 Fire Alarm System (FAS). Both systems reside on a single UL listed workstation, listed for command and control of the BAS and FAS. Any services to either system must be performed by factory certified technicians to ensure the integrity and listings of both systems are maintained. The contractor assumes all associated liabilities and risks when performing maintenance to the integrated system.

1002 – The Erie County Rath Building BMS is tied into the Erie County Emergency Information Control Network (EICN). The contractor assumes all risks and liabilities on the EICN when servicing the BMS. All upgrades to the BMS will be compatible with the EICN. The EICN encompasses the BMS at the following buildings: Youth Detention Facility, Rath Building, EOC Bunker, 1084 Harlem Road, Fire Tower, Public Safety Campus, Alden Correctional, Erie County Holding Center, Erie County Public Health and Safety and Botanical Gardens.

1003 – The outlined services shall include full comprehensive coverage including all services detailed in the following paragraphs. All BMS panels, end devices, input-output modules, temperature sensors, power supplies, controllers, modems, PC workstations, PC Workstation software (upgrades) and field panel firmware (upgrades) are to be included but not limited to the following items in the Scope of Services.

1004 – A pre – bid walk through will be scheduled on Wednesday, March 12, 2014 at 9:00 AM.

1005 – The County reserves the right to terminate ( 60 day written notice ) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

## ARTICLE II – Qualification of Bidders

2001 – The Contractor shall provide factory trained Service Specialists and Account Engineers to perform service, maintenance and repairs to the Building Management System at the Erie County Rath Building. The Contractor shall provide current documentation of factory training of Service Specialists and Account Engineers for programming, system trouble-shooting, system modification and repair to the Building Management Systems being serviced.

2002 – The Contractor shall be familiar with and have direct access to the latest versions of software and firmware for the BAS. Provide documentation of current access the planned provider of the software and firmware upgrades for the workstations and field panels for the owner's review. The Contractor shall maintain a stock of new parts in their office and as a part of the rolling stock in each service van (refurbished parts shall not be acceptable except for obsolete equipment). Contractor shall have access to electronic source documentation library for updates and assistance from the vendor's factory Field Support.

2003 – The Contractor shall have had a qualified service organization for a minimum of fifteen years. The Contractor shall be an established, certified building automation agency capable of performing all work described herein.

2004 – The Contractor shall have a flawless record with the New York State department of labor. Any infractions within the past ten years, specifically regarding prevailing rate, will be subject to disqualify the bidder.

### ARTICLE III – Scope of Services

3001 – The Service Specialists shall perform reporting and documentation functions that will allow the Contractor to provide the Owner with a report detailing the time, date, and cause of each critical failure alarm, as well as a listing of the time, date, and result of each time that the system tested. On a monthly basis, the Contractor shall provide the Owner with a report as described above for the previous month's services.

3002 – During the service period, the Contractor shall provide both online and onsite support 24 hours per day, 7 days per week as described below for the BMS. This support is for emergencies (system failures) regarding the BAS. Other BMS support not deemed an emergency will be covered during the upcoming preventative maintenance visit.

Online Support: In the event of a service call the Contractor shall respond online within 2 hours of notification of the event. This online response shall consist of a technician dialing up the site with a fully functional operator's workstation in order to attempt to correct the problem via phone line. The technician's workstation shall provide all of the capabilities that would be available to the technician if he were working on the BMS at the project site. It shall also have on it a complete copy of the BMS database, graphics, point tables and other software components as may be necessary to ensure a fully functioning workstation. At all times the software contained on the technician's workstation shall never be more than (120) days old. As part of the technical proposal the Contractor shall document the means by which this will be accomplished. Automated means of backing up the data will be acceptable.

Onsite Support: In the event that the on-call technician is unable to resolve the problem via a phone line connection then one of the Contractor's technicians shall be dispatched to the site to resolve the problem. The technician that responds to the project site shall have all necessary parts required to restore the BMS to its fully specified functionality and shall arrive at the site no later than four hours after the initial call was placed to the Contractor. Contractors that do not offer 24 hour per day, 7 day per week support of this nature will not be acceptable.

3003 – Network Analysis and Optimization: Two times per year the Contractor shall perform a complete suite of diagnostics on the BMS Network. These diagnostics shall include analysis and trouble shooting of the following communication network electrical characteristics: wave form characteristics, bit timing, grounding/shorting, and excess capacitance. Additionally the diagnostics shall include analysis and trouble shooting of the following communication protocol attributes: excessive trunk traffic, unresolved points, % token passing, token passing timing. Upon completion of these tests the Contractor shall provide the Owner with a detailed report containing the results of each test as well as a narrative describing what the results mean and the actions taken by the Contractor in order to resolve any abnormal results.

3004 – Control Loop Analysis and Optimization: For every critical analog control loop in the system that does not have automatic self-zeroing capability the Contractor shall perform a complete sensor to actuator recalibration of the loop. The Contractor shall provide the Owner with a report of the results of the control loop analysis completed.

3005 – Preventive Maintenance Services: Preventive maintenance shall be performed in accordance with a computer generated program of standardized maintenance routines tailored to the Owner's BMS. Each schedule shall list the equipment name, location, and appropriate preventive maintenance functions to be performed.

3006 – Business Protection and Recovery Services: On a quarterly basis the Contractor shall perform backups of the complete BMS database. These backups shall be performed in order to ensure that they do not interfere with ongoing operations. The Contractor can perform these backups manually while onsite or remotely if possible. The Contractor must then make three full copies of the backup. One copy shall be stored at the site, one copy shall be stored at the Contractor's office, and a third copy shall be transferred to another media (such as a CD-ROM drive) in order to provide adequate protection against inadvertent damage to either the backup media or the backup device.

3007 – Software Upgrades: As new versions of the BMS software are introduced (approximately once per year) they shall be installed on each of the Owner's workstations. Immediately (within 24 hours) upon beginning the installation of the upgrade, the Contractor shall provide the Owner with onsite training in order to familiarize the Owner's staff with all of the software's new features and capabilities. Additionally the Contractor shall provide the Owner with updated system documentation. If during the course of agreement the Contractor releases an upgrade or new BMS, that requires an interface or gateway panel in order to communicate with the existing BMS components, then the Contractor shall provide and install all necessary interface or gateway panels in addition to the upgraded or new operator workstation software. Any upgrades to the PC platform or operating system of the operator's workstation will be in accordance to UL guidelines to ensure the integrity of the system is maintained. The Contractor assumes liability for all Siemens BMS equipment tied into the EICN when performing the upgrade. This excludes all hardware and software (fiber and switches) owned or leased by Erie County DISS.

3008 – Operator Workstation Upgrades: The Contractor shall upgrade the client workstation, printer, and monitor (1) time through the term of this agreement. The upgrade shall not interfere with any of the facility day-to-day operations or any critical data transmitted on the EICN.

3009 – Remote Notification Software Installation. The winning Contractor shall install Remote notification software (RENO) at Server location that will notify the owner of any critical alarms at the Erie County Buildings. The Contractor shall work with the owner to identify what alarms are deemed critical at each location system by system.

3010 – DDC Panel Firmware Upgrades: The Contractor shall provide and install any new or upgraded DDC Panel Firmware that is released by the Contractor during the course of this agreement. This new or upgraded firmware shall be provided for all installed BMS field panels. If the panel microprocessor does not accept the new firmware it will not be required; documentation of functionality will be required by Erie County. Additionally the Contractor shall provide, at the project site, training detailing the impact of this new firmware and instructing the Owner's personnel on how to incorporate the new features into the operation of the BMS.

3011 – Repair and Replacement: The Contractor shall provide all repair labor and materials to maintain the BMS in operable condition. The intent is to ensure that the entire BMS is maintained in operating condition. The Contractor will be responsible for all repairs to the host computer and printer on one end and the sensors, detectors, transducers and all final control elements on the other end, inclusive. All items in between shall be included in this contract (i.e. panels, programs, wiring, relays, contacts, annunciators, etc.). Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractors control other than wear and tear or malfunctioning equipment, shall not be the responsibility of the contractor. Equipment included for this service is itemized in Article III.

3012 – Account Management: In order to ensure that all of the Contractor efforts are being delivered in a coordinated manner, and to provide oversight and management of the Contractor's contractual responsibilities under this agreement, the Contractor shall assign a project manager with full responsibility and authority to act on the Contractor's behalf. The lead technician for the project and the account project manager shall not be acceptable as the account manager; it must be a member of the Contractor's staff whose sole responsibility is to manage service agreements of this nature.

3013 – Quality Assurance. The contractor shall meet with the Buildings and Grounds personnel to discuss your performance and our satisfaction with the quality of service that is being provided. We will discuss the performance of our BMS and facility operations and make recommendations for improvements.



# Article III – Equipment List

All of the above services shall be provided for preventative maintenance on the following list of equipment. It shall be the responsibility of the Contractor to update the equipment list and adjust service costs associated with any system expansions during the term of this agreement.

## List of Maintained Equipment - Erie County Rath Building

Temperature Control Equipment			
Qty	Product Number	Manufacturer	Description
1	571 573	SIEMENS	INT LS WINSERV DBSERVER NOTAPE
1	571 593	SIEMENS	INT LS ALS3 DRIVER
1	571 619	SIEMENS	21" UL LISTED MONITOR
1	GX270	DELL	CLIENT WORKSTATION
3	549 506	SIEMENS	SERVICE BOX - MEC 120VAC
2	549-620	SIEMENS	PWR MEC 1200F I/O PB FLN
1	549-613	SIEMENS	PWR MEC 1200F I/O PB
7	549 214	SIEMENS	ANALOG POINT EXP, 4AI, A4O
9	549 209	SIEMENS	MEC ANA PT BLK,8AI,4AO
7	549 212	SIEMENS	DIGITAL POINT EXP,4DI,4DO
1	549 210	SIEMENS	MEC DIG PT BLK, 8DI,4DO,PI
4	549 505	SIEMENS	MEC LARGE ENCLOSURE
1	571-010-351-PAR	SIEMENS	INSIGHT ADVANCED SERVER (PARAL
1	538 670	SIEMENS	TRUNK INTERFACE II
1	536 004	SIEMENS	6'SER CBL, 9PIN FEM/25PIN MALE
33	H608	VERIS	CUR SW SPLTCOR-ADJ SETPT W/LED
1	539 891	SIEMENS	SENSOR, DUCT RH 2%
13	544 577	SIEMENS	IMM TEMP SENS (-40/240F)
1	544 578	SIEMENS	O/AIR TEMP SENS (-40/240F)
25	RIBU1C	FUNCTIONAL DEVICES	RIB 120VAC 24VAC/DC SPDT
32	PXP23LG	ACT	TRANSDUCER E/P 1400 SCIM IN/OUT
2	F-1210	ONICON, INC.	INSERTION FLOWMETER
1	2091005PB2M11A1	SERTA	PRES TRANS, P5PSI,4 - 20MA,COND
3	OPCG11SP1	SERTA SYSTEMS	PRESSURE TRANSMITTER, 0-5 PSI
6	2641001WD11T1C	SERTA	DP TRAN AIR, 1%, 1"
6	147 2000	SIEMENS	POSITIONING RELAY, ONLY
6	147 276	SIEMENS	RELAY MTG KIT 6" ACTUATOR
8	544 342	SIEMENS	D/AV TEMP SENSOR, RTD, - 40/240F
23	544 339	SIEMENS	D/PT TEMP SENSOR, RTD, 40-240F
16	120-24-100TF-CB	CORE	TRANSFORMER 120/24 100VA W/CB
6	26412R5WD11T1C	SERTA	DP TRAN AIR, 1%, 2.5"
21	544 760A	SIEMENS	ROOM SENSOR DST BEIGE
20	141 0575	SIEMENS	AIR FLOW SWITCH.05-12 MAN RES
4	RH2B-UL-AC120V	IDEC	RELAY,GP DPDT AC120V 10A W/LED
4	SH2B-05	IDEC	SOCKET - DP IDEC RH2 RELAY
35	269-062	SIEMENS	SENSING TUBE
5	HC-201	VERIS	DUCT HUMIDISTAT
45	540-100	SIEMENS	TEC (VAV CONTROLLERS)
5	141-0574	SIEMENS	AIR FLOW SWITCH 0.05 – 1.0" wc
6	PXC-36	SIEMENS	PXC COMPACT 36 PT CONTROLLER
35	134-1504	SIEMENS	T'STAT, LOW TEMP MANUAL RESET
5	GCA121.1U	SIEMENS	2 PT SR DAMPER MOTOR
10	GCA126.1U	SIEMENS	2 PT SR, 24V MED SR DAMPER MOTOR
30	GCA161.1U	SIEMENS	MOD (V) SR, 24V DAMPER MOTOR
3	294-06172	SIEMENS	4" 3 –WAY GLOBE VALVE
6	294-10673	SIEMENS	5" 3-WAY CHILLED WATER VALVE

#### Article IV – Payment

Payment for the above services is to be made in quarterly installments upon receipt of invoice and the attached service reports. Payments will not be released without proper detailed documentation of services as outlined within this document. The yearly cost for the above services shall be:

For the period April 1, 2014 – December 31, 2014:

\$ 26,460

For the period January 1, 2015 – December 31, 2015:

\$ 27,250

For the period January 1, 2016 – December 31, 2016:

\$ 28,100

TOTAL COST FOR CONTRACT

\$ 81,810

Percent discount on Siemens APOGEE Automation equipment:

60 %

**County of Erie**  
**DIVISION OF PURCHASE**  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## County of Erie

### DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## County of Erie

### DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

# County of Erie

## DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS OF PRINCIPAL OFFICE STREET 1000 Deerfield Parkway

CITY Buffalo Grove

AREA CODE 847 PHONE 215-1000 STATE IL ZIP 60089

Check one: CORPORATION X PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

If foreign corporation, state if authorized to do business in the State of New York:

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET 85 Northpointe Parkway, Suite 8

CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

NAMES AND ADDRESSES OF PARTNERS: N/A




# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## **ASSIGNMENT OF PUBLIC CONTRACTS**

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**

**PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS**

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378  
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225  
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386  
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295  
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227  
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083  
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031  
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225  
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225



COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

WAIVER RECOMMENDATION

COMPANY: Siemens Industry, Inc. - Building Technologies Division

ADDRESS: 85 Northpointe Pkwy., Suite 8, Amherst, NY 14228

TELEPHONE NUMBER: ( 716 ) 568-0983 BID NO.: 214068-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- There are no subcontracted services as part of this agreement.

1. All services are provided by Siemens employees with factory-made  
2. materials.

3. \_\_\_\_\_ 8. \_\_\_\_\_

4. \_\_\_\_\_ 9. \_\_\_\_\_

5. \_\_\_\_\_ 10. \_\_\_\_\_

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

March 24, 2014

DATE

  
SIGNATURE OF AUTHORIZED  
COMPANY REPRESENTATIVE

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF E.E.O.

\_\_\_\_\_  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
100129-6-7BA-SBT1-13/14	552	Macalu
<b>INSURED</b> SIEMENS INDUSTRY, INC. INCLUDING BUILDING TECHNOLOGIES DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HDI-Gerling America Insurance Company <b>INSURER B:</b> Travelers Property Casualty Co. of America <b>INSURER C:</b> The Charter Oak Fire Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 41343 25674 25615

**COVERAGES****CERTIFICATE NUMBER:**

NYC-006039848-21

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD1110105	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP7440L34A13	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			CUD1110205	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2OUB7440L27113 (AOS) TRJUB7440L28313 (AZ, MA, OR & WI) TWXJUB7440L33813 (OH & WA) ""\$500K LIMIT / \$500K SIR""	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF ERIE IS INCLUDED AS ADDITIONAL INSURED UNDER THE REFERENCED GENERAL LIABILITY, UMBRELLA/EXCESS LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES, BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

**CERTIFICATE HOLDER**COUNTY OF ERIE  
95 FRANKLIN STREET  
BUFFALO, NY 14202ORIGINAL DOCUMENT  
ON FILE

APR 23 2014

IN LAW

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

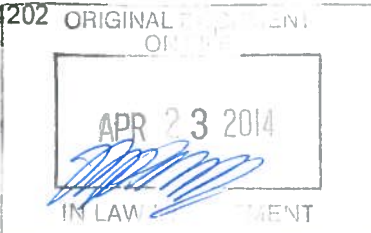
AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> Siemens Industry, Inc. 85 Northpointe Parkway Suite 8 Amherst, NY 14228  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured</b>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 45-12205-1  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-2762488
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> County of Erie Department of Law 95 Franklin St., Room 1634 Buffalo, NY 14202 	<b>3a. Name of Insurance Carrier</b> The Charter Oak Fire Insurance Company  <b>3b. Policy Number of entity listed in box "1a"</b> TC2O-UB-7440L271-13  <b>3c. Policy effective period</b> 10/01/13 to 10/01/14  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> <b>Included.</b> (Only check box if all partners/officers included) <input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

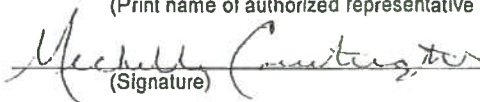
**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michelle Courtright

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

  
(Signature)

4/15/14  
(Date)

Title: Sr. Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-862-7354

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.